

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1		OF PAGES 41	
2. CONTRACT NO.		3. SOLICITATION NO. DTFAWN-11-R-00114		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 5.12.2011		6. REQUISITION/PURCHASE NO.. NM-11-01695	
7. ISSUED BY: FAA: ANM-52 CO: Dale Brown 1601 Lind Ave SW Renton, WA 98057				8. ADDRESS OFFER TO (If other than Block 7) Same as Box 7, See Section L for details					

SOLICITATION

9. Offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW Renton, WA 98057 until 12:00 PM local time 6.02.2011
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Dale Brown	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425.227.2235
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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within 30 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print) Patricia Vikesland		27. UNITED STATES OF AMERICA	28. AWARD DATE

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PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

The Contractor shall furnish all labor, materials, expenses, research, supplies, data, reports, presentations, and supervision necessary for **Environmental Due Diligence Audits and an NEPA Environmental Assessment for an Air Traffic Control Tower Replacement at Sacramento International Airport, Sacramento, CA**, in accordance with the schedule, statement of work, and contract clauses.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>U/I</u>	<u>AMOUNT</u>
0001	Option 1 – Phase II Environmental Due Diligence Audits	1	LS	\$ _____
0002	Option 2 – Environmental Assessment	1	LS	\$ _____
0003	Option 3 – Final Phase I Environmental Due Diligence Audit for Preferred Site	1	LS	\$ _____
PROJECT TOTAL		1	LS	\$ _____

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award.

In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. The Government may award any combination of line items subject to the availability of funds. Should funds become available at a later date the Government may award those line items without further competition.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

The offeror shall provide a breakdown, in their own format, to support the above costs proposed. The documentation shall include at a minimum the proposed disciplines, rates, number of hours, overhead and profit. Form on following page is an example.

HOURLY RATES

DISCIPLINE	Regular Hours	Over-time Hours
Principal		
Project Manager		
Environmental Specialist		
Archaeologist		
Field Specialist		
Clerical		
Overhead		
Profit		

B0001. SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDB) 8a Set-Aside.

This project is being competed as a Total Set-Aside for SEDB 8(a) concerns. Small businesses competing for this acquisition shall certify their status on the Business Declaration Form inserted at the end of Part IV, Section K. They shall also insert a copy of their SBA 8(a) Certification Letter. These documents shall be inserted as a part of the Business Proposal (see Section L-0001). The applicable North American Industry Classification System (NAICS) code for this project is **541620, Environmental Consulting Services**.

PART I - SECTION C

SCOPE OF WORK

SCOPE OF SERVICES SACRAMENTO INTERNATIONAL AIRPORT AIRPORT TRAFFIC CONTROL TOWER REPLACEMENT PHASE II SUBSURFACE SITE INVESTIGATION, ENVIRONMENTAL ASSESSMENT & ENVIRONMENTAL DUE DILIGENCE AUDIT SACRAMENTO, CA

The Federal Aviation Administration (FAA) proposes the construction and operation of a replacement Airport Traffic Control Tower (ATCT) at Sacramento International Airport in Sacramento, CA. A Siting Study was performed which evaluated 8 potential locations for the ATCT. "Site E" was determined to be the recommended site. It is nearly centered between the North-South parallel runways and located in the north center of the airport property at the intersection of Earhart Drive and Delta Road. The coordinates of the proposed ATCT site are Latitude: 38° 42' 05.151" N and Longitude: 121° 35' 26.709" W. The proposed controller eye height is 155 feet above ground level with overall structure height of approximately 180 feet above ground level (205 feet above mean sea level).

Background

A Phase I site Assessment has been performed on the preferred site in Dec 2008. The consultant's site visit and report revealed no observable evidence of either aboveground or underground fuel or chemical storage tanks. However, regulatory reviews indicated the possibility of petroleum contamination in the form of jet fuel spills off site. The former Chevron Bulk Fuel Terminal, located about 1100 feet south of the proposed sites, was demolished on March 15, 2006, including the aboveground and underground tanks and associated piping. According to the First Quarter 2008 Site Status Report, prepared for Chevron by Conestoga-Rovers, dated April 28, 2008, leaks from jet fuel and aviation gasoline stored and dispensed at the site have contaminated the groundwater. The petroleum-contaminated groundwater has undergone treatment. Based on 2006 and 2007 monitoring well data, the groundwater flow direction was south and southwest but has been variable in the past. At the time of the Phase I site assessment Chevron had plans to install additional monitoring wells.

The consultant shall provide the following Specified Services for the project as described below.

Option 1 – Phase II Environmental Due Diligence Audits

The contractor shall perform a Phase II Environmental Site Assessment to evaluate groundwater conditions at "Site E" (Also known as the Subject Property). The contractor shall evaluate available monitoring data and propose a sampling plan to determine how to evaluate the level of contamination. The plan should include: Then number of samples required, approximate locations and depths and which analytical methods should be used. The Contractor shall ensure data obtained is adequate for determining, the disposal and/ treatment requirements of the groundwater and excavated soil due to construction construction activities. Data may also be used to determine NPDES requirements for construction. Upon FAA acceptance of the Sampling Plan proposal, the contractor shall execute the sampling plan. In accordance with industry standards such as **ASTM E1903 - 97(2002) Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process**. The Contractor will be expected to provide all equipment and supplies; coordinate the utility locates prior to soil boring; document all field notes, and to provide a written evaluation of the findings. The report should also make recommendations based on concentration levels if further sampling is required for construction worker exposure purposes.

Work should be completed by July 15th 2011.

Option 2 – Environmental Assessment

The project involves the proposed construction and operation of an ATCT on the existing airport property. This action requires an assessment of environmental impacts in accordance with the National Environmental Policy Act (40 CFR Parts 1500 - 1508) and FAA Order 1050.1E CHG 1, paragraph 401(g), *Policies and Procedures for Considering Environmental Impacts*. This Scope of Work describes the services to be performed and the deliverables to be furnished by the consultant.

Important Note: Upon completion of Task 1, there may be a slight delay in the authorization to proceed with Task 2 (potentially several months). Task 2 shall not begin until the FAA has indicated it should begin.

2.1 Data Collection for the Environmental Assessment

Objective: Collect data in the following categories as needed to support the preparation of an EA. A site visit will be required.

Product: Data and analysis for inclusion in the EA. Each of the following items as well as their direct, indirect and cumulative effects and their significance will be addressed as part of the documentation.

1. Air Quality

Assess proposed action's impact on air quality by evaluating the impact of the action on the National Ambient Air Quality Standards (NAAQS) in accordance with the Clean Air Act and the National Environmental Policy Act. The NAAQS are developed for six criteria pollutants – carbon monoxide, lead, nitrogen dioxide, ozone, particulates (PM₁₀ and PM_{2.5}), and sulfur dioxide. An evaluation and discussion of all required permits (i.e., for any emissions from the construction and operation of the facility) should also be included. (See FAA Order 1050.1E, CHG 1, Appendix A, section 2 for a detailed discussion on appropriate evaluation of aviation related air quality impacts)

2. Coastal Resources

The consultant shall assess the impacts of the proposed action on coastal resources, as governed by the Coastal Barriers Resources Act, the Coastal Zone Management Act and E.O. 13089 – Coral Reef Protection. (See FAA Order 1050.1E, CHG 1, Appendix A, section 3 for FAA analysis of Coastal Resources impacts)

3. Compatible Land Use

The consultant shall evaluate the proposed action's impact on existing and planned land uses in the vicinity of the project as described in FAA Order 1050.1E, CHG 1, Appendix A, section 4. Special attention should be paid to potential noise impacts resulting from the action.

4. Construction Impacts

Describe the type and nature of the construction activities associated with the proposed action and measures to be taken to minimize potential adverse effects. (See FAA Order 1050.1E, CHG 1, Appendix A, section 5 for FAA analysis of Construction Impacts). An evaluation and discussion of construction related permits should be anticipated, including items such as erosion control and storm water discharge. Local requirements, including airport specific requirements should be identified and discussed.

5. Department of Transportation Act Section 4(f)

Identify and evaluate the potential for impacts to Section 4(f) resources in the vicinity of the proposed action. Section 4(f) resources include public parks, recreation areas, wildlife and waterfowl refuges of national/state/local significance or historic sites of national/state/local significance. (See FAA Order 1050.1E, CHG 1, Appendix A, section 6 for guidance on FAA analysis of Section 4(f) impacts)

6. Farmlands

Evaluate the potential impact the proposed action would have on farmlands in the vicinity, in accordance with the Farmland Protection Policy Act and the Food Security Act of 1985. (See FAA Order 1050.1E, CHG 1, Appendix A, section 7 for guidance on FAA analysis of Farmlands Impacts)

7. Fish, Wildlife, and Plants

Evaluate the potential impact the proposed action would have on fish, wildlife, and plants in the vicinity, in accordance with the Endangered Species Act of 1973, the Sikes Act Amendments of 1974, Executive Order 13112 – Invasive Species, the Fish and Wildlife Coordination Act of 1958, and the Fish and Wildlife Conservation Act of 1980. (See FAA Order 1050.1E, CHG 1, Appendix A, section 8 for further guidance on FAA analysis of Fish, Wildlife and Plants Impacts)

- ♦ Identify any potential effect on listed species or their habitat within the project area.
- ♦ Obtain species lists from State and Federal agencies, and determine if present on or within impact area of the project.
- ♦ Obtain lists of any proposed, threatened or endangered species within the project area.
- ♦ Conduct a site visit to determine the potential presence of listed species and critical habitat in the area, and assess any impacts on them. A qualified biologist or and/or botanist would likely be required to assist in this effort.

8. Floodplains and Floodways

The consultant shall assess the impacts of the proposed action on floodplains and floodways. (See FAA Order 1050.1E, CHG 1, Appendix A, section 9 for guidance on FAA analysis of Floodplains Impacts)

9. Hazardous Materials and Solid Waste

Evaluate the potential impact the proposed action would have on hazardous materials and solid waste generation, disturbance, etc., in accordance with CERCLA, the Pollution Prevention Act of 1990, TSCA, and RCRA. (See FAA Order 1050.1E, CHG 1, Appendix A, section 10 for guidance on FAA analysis of hazardous materials and solid waste impacts)

10. Historical, Architectural, Archaeological, and Cultural Resources

The project is located on airport property. The following steps shall be completed for the proposed action:

- ♦ Assist the FAA in identifying the Area of Potential Effect (APE) for the proposed action.
- ♦ Prepare a project scoping letter (to be sent by the FAA) to the applicable historic preservation office to begin Section 106 consultation. The request may include a request for a list of potential National Register of Historic Places (NRHP)-eligible properties that would be affected by the proposed action and also a request for concurrence with the proposed APE.

Should the state reply with a requirement to conduct a full cultural resources survey and evaluation, these tasks will be considered Additional Services. (See FAA Order 1050.1E, Appendix A, section 11 for guidance on Historical, Architectural, Archeological and Cultural Resources impact analysis)

The FAA will conduct the following, with assistance from the consultant:

- ♦ *Government-to-Government:* The consultant shall provide the FAA with a USGS map, project location drawings and plans, project description, and legal description and the APE. These items will assist in the direct coordination between the FAA and the local Reservations or native people, as required. A copy of the 106 documentation will be submitted to any applicable Tribe(s) for review and comment. Comments and revisions will be addressed accordingly.

11. Light Emissions and Visual Impacts

The impacts from the proposed action to light and visual quality in the vicinity shall be evaluated and discussed by the consultant. (See FAA Order 1050.1E, Appendix A, section 12 for guidance on Lighting Emissions and Visual Impact analysis) A visual impact analysis report should be conducted in conjunction with this EA to adequately address the potential impacts to the surrounding view sheds.

12. Natural Resources and Energy Supply

The consultant shall evaluate the impact on the natural resources or energy supply to the area. (See FAA Order 1050.1E, Appendix A, section 13 for proper FAA analysis and discussions about Natural Resources and Energy Supply impacts)

13. Noise

The consultant shall evaluate the proposed action in comparison with the extent of the airport noise impacts, to be directly correlated with compatible land use in the vicinity. (See FAA Order 1050.1E, Appendix A, section 14 for direction on proper FAA analysis of Noise impacts)

14. Secondary (Induced) Impacts

The potential for secondary and induced impact will be evaluated and discussed by the consultant. (See FAA Order 1050.1E, Appendix A, section 15 for guidance on FAA analysis of Secondary (Induced) impacts)

15. Socioeconomics and Environmental Justice

The potential for social impacts including changes to transportation, housing, and economic development; as well as environmental justice, will be evaluated and discussed by the consultant. (See FAA Order 1050.1E, Appendix A, section 16 for guidance on FAA analysis of Socioeconomic and Environmental Justice impacts)

16. Water Quality

The consultant shall evaluate and discuss the potential for impacts to water quality adjacent to the proposed action. Any discharges from the construction or operation of the facility shall be evaluated and discussed, and any associated NPDES permit requirements should be identified. (See FAA Order 1050.1E, Appendix A, section 17 for guidance on FAA analysis of Water Quality impacts) (See also Construction Impacts of this SOW)

17. Wetlands

The consultant shall evaluate and discuss the potential for impacts to wetlands adjacent to the proposed action. If wetlands are identified at the site, wetland delineation will be conducted and the wetlands assessed per FAA Order 1050.1E, Appendix A, Section 18. Should mitigation be required, this task will be conducted under a separate Additional Services request.

18. Wild and Scenic Rivers

The consultant shall evaluate and discuss any impacts to wild and scenic rivers in the project vicinity. (See FAA Order 1050.1E, Appendix A, section 19 for guidance on FAA analysis of Wild and Scenic Rivers impacts)

Cumulative Impacts

Cumulative actions should be discussed in the EA as discussed in paragraph 500(c)(2) of FAA Order 1050.1E, CHG 1. A proposed action would contribute to cumulative impacts when its effects are added to those of past, present and reasonable foreseeable future actions, whether Federal or non-Federal. Note: It is critical in this section of the document to recognize that cumulative impacts must be evaluated for each individual impact category.

1.2 Prepare Draft EA for Agency Review

Objective: Prepare a draft EA for review by the regulatory agencies and the public.

Approach: The consultant shall prepare a Draft EA for review by the stakeholder applicable agencies as determined by the FAA and the consultant. The Draft EA shall be prepared in general accordance with the following outline as specified in FAA Order 1050.1E, paragraph 405:

Cover Sheet

Executive Summary

Section 1 Proposed Action

Section 2 Purpose and Need for the Project

Section 3 Alternatives (including Proposed Action)

Section 4 Affected Environment

Section 5 Environmental Consequences, including Direct, Indirect, and Cumulative Effects

Section 6 Mitigation (if any)

Section 7 List of Preparers and Qualifications

Section 8 List of Agencies and Persons Consulted

Appendices

Example Appendices:

Appendix A. Definitions and Acronyms

Appendix B. FAA and Agency Correspondence

Appendix C. Public Involvement

Appendix D. – F. Technical Memoranda, as needed

Product: Draft EA document

Note: There will likely be several preliminary Draft EA versions submitted to the FAA for internal review prior to release of the Draft EA to the public. FAA legal will be very involved in the development of the Draft EA, and will be the signatory for legal sufficiency.

1.3 Agency and Public Review of Draft EA

Objective: Submit the Draft EA to the public and agencies for review in accordance with CEQ regulations.

Approach: The consultant, under direction of the FAA, will distribute the Draft EA to the public and the agencies with a request to respond within 30 days.

Review copies will be made available by the consultant to the local County and Public Libraries. In addition, a Public Notice will be posted by the consultant in local newspapers requesting public input and informing the public of copy availability.

Product: The consultant will produce CD copies or hard copies for Agency and Public Review, when requested. Responses and agency comment letters will be produced and collected by the consultant for inclusion into the final document.

1.4 Prepare Final Draft EA and Finding of No Significant Impact (if appropriate)

Objective: Preparation of Final Draft EA including compiling of agency comments and addressing any issues raised as a result of agency reviews or public input.

Approach: Additional information may be added as a result of agency reviews and/or public input. The consultant will provide documentation in the Appendix that such reviews have occurred and include the appropriate documentation in the Final Draft EA and FONSI (if appropriate).

Product: The Final EA/FONSI (if appropriate) will be prepared by the consultant for FAA review.

1.5 Submit EA to FAA for Final Review

Objective: The EA will be submitted to the FAA for review and issuance of a FONSI (if appropriate).

Approach: The FAA will receive a complete copy of the Final EA and will review the document for completeness and content.

Product: Once the Final EA/FONSI is approved by the FAA, up to 5 hard copies and 2 disk copies of the EA and FONSI shall be produced for distribution to the FAA and key interested parties. An electronic copy may be required for transmittal via a file sharing site.

1.6 Publish Final EA/FONSI

Objective: The consultant will publish the Final EA/FONSI (if appropriate) in local newspapers for a final public informational review period (10 days) – FAA requirement.

Note: This is just an informational publication and no comments are being solicited.

Completion Date: Work should be completed no later than 300 days after the site visit for the EA.

Option 3 – Final Phase I Environmental Due Diligence Audit for Preferred Site

In accordance with FAA policy, prior to construction, all property selected for ATCT construction by the FAA must be evaluated for environmental contamination via a Phase I Environmental Due Diligence Audit (EDDA). An EDDA will be necessary (per EPA, ASTM and FAA requirements) to proceed with the lease, and to retain “landowner liability protection”.

The Phase I EDDAs must be prepared in general conformance with FAA Order 1050.19B, *Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions* (10/03/07). This program "provides a comprehensive framework for ensuring that the FAA adheres to all applicable environmental regulations and best practices associated with property acquisitions and disposals while maintaining the necessary infrastructure to encourage the development of civil aeronautics and safety of air commerce." (Order 1050.19B).

As directed in Order 1050.19B, Phase I EDDAs should be conducted in accordance with EPA standards on “all appropriate inquiries” as defined in 40 CFR Part 312. These EPA standards further reference conformance with ASTM Standard E 1527-05, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, as a guideline for conducting Phase I EDDAs.

A Phase I EDDA is comprised of activities such as site visits, records review, regulatory review, geologic and hydrogeologic review and report preparation/review. All information included in the completed Phase I is gleaned from existing documents or inferred from observations and interviews made during the site visit. **Note: A Phase I EDDA does not include sampling.**

General Phase I EDDA Content

Phase I EDDA's shall address the following:

- Introduction
- Site Description (location, use and general observations of property and adjoining properties)
- User Provided Information (title records, liens, specialized knowledge, etc.)
- Records Review (standard environmental record sources, historical use of property and adjoining properties)
- Site Reconnaissance (interior (if applicable) and exterior observations)
- Interviews (owner, site manager, occupants, local government officials, others)

- Findings
- Opinion
- Conclusions
- Qualifications of Environmental Professional

Note: General conformance with the “Recommended Table of Contents and Report Format” in Appendix X4 of ASTM Standard E1527-05 is strongly encouraged.

Specific inquiries that are required as part of the EPA standards on “all appropriate inquiries” may not be relevant to FAA real property transactions. However, these inquiries should be performed to the extent possible to minimize potential environmental liabilities.

Additional Considerations

As required by 40 CFR §312.29, persons must consider the relationship of the purchase price to the fair market value of the subject property if the property was not contaminated. For FAA real property transactions, the purchase price may not be relevant, given that property may be obtained through a no cost lease or may be ceded to the government. In such cases, an explanation of the lease or purchase circumstances in the EDDA report will suffice to meet this requirement.

As required by 40 CFR §312.24, historical documents and records must be reviewed for the purposes of achieving the objectives and performance factors of “all appropriate inquiries.” Historical documents and records may include aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records. Note: There may not be chain of title documents for federal property owned by the government for a substantial period of time (i.e., 100 or more years), or the chain of title documents may not provide detailed information about land use.

Compliance with Additional Disclosure and Reporting Provisions

Additional impacts or conditions that may be addressed and/or disclosed are as follows:

- Detailed information regarding any known flood hazards or flooding of the property, and, if the property is located in a flood-plain or on wetlands, a listing of restricted uses (along with the citations) identified in federal, state, or local regulations as required by Executive Orders 11988 and 11990 of May 24, 1977 (41 CFR §102-75.125(f)).
- The specific identification and description of fixtures and related personal property that have possible historic or artistic value (41 CFR §102-75.125(g)).
- The historical significance of the property and whether the property is listed, is eligible for, or has been nominated for listing in the National Register of Historic Places or is in proximity to a property listed in the National Register. If the landholding agency is aware of any effort by the public to have the property listed in the National Register, it must also include this information (41 CFR §102-75.125(h)).
- A description of the type, location, and condition of asbestos incorporated in the construction, repair, or alteration of any building or improvement on the property (e.g., fire-proofing, pipe insulation, etc.) and a description of any asbestos control measures taken for the property. Agencies must also provide to GSA any available indication of costs and/or time necessary to remove all or any portion of the asbestos-containing materials. Agencies are not required to conduct any specific studies and/or tests to obtain this information (41 CFR §§102-75.125(i) and 102-75.335).
- A statement indicating whether or not lead-based paint is present on the property. Additionally, if the property is target housing (all housing except housing for the elderly or persons with disabilities or any zero bedroom dwelling) constructed prior to 1978, provide a risk assessment and paint inspection report that details all lead-based paint hazards (41 CFR §102-75.125(j)).

- Any appraisal reports indicating or providing the fair market value or the fair annual rental of the property, if requested by the disposal agency (41 CFR §102-75.140(b)).

- A certification by a responsible person that the property does or does not contain PCB transformers or other equipment regulated by EPA under 40 CFR Part 761, if requested by the disposal agency. If the property does contain any equipment subject to EPA regulation under 40 CFR Part 761, the certification must include the landholding agency's assurance that each piece of equipment is now and will continue to be in compliance with the EPA regulations until disposal of the property (41 CFR §102-75.140(c)).

Deliverables: Draft Environmental Due Diligence Audit– 2 bound copies, and an electronic upload to a designated sharepoint site.
Final Environmental Due Diligence Audit - 2 bound hard copies and 2 compact disc copies)

FAA Responsibilities:

Provide legal description of property
Provide background documentation as available
Expedite review process as necessary
Routing & coordination of draft

Completion Date: TBD

PART I - SECTION D
PACKAGING AND MARKING

No clause applicable to this section

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PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

(End of clause)

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PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

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PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

G001. CORRESPONDENCE: Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the COTR including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer. A copy of all correspondence directed to the Contracting Officer shall be sent to the COTR.

G002. INVOICE SUBMISSION: The Contractor shall submit certified request for payment(s) to the Contracting Officer, at the following address:

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH - ANM 52
ATTN: DALE BROWN
1601 LIND AVE S.W., SUITE 340
RENTON, WA. 98057

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PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Key personnel submitted in offeror's technical proposal.

(End of clause)

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PART II - SECTION I

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-8	Audit and Records (July 2010)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
3.2.2.3-33	Order of Precedence (July 2004)
3.2.2.3-40	Precontract Costs (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-3	Payments under Fixed-Price Architect-Engineer Contracts (April 1996)
3.3.1-8	Extras (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (September 2009)
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-12	Insurance (July 1996)
3.4.1-13	Errors and Omissions (July 1996)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (February 2011)
3.6.2-13	Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-14	Employment Reports on Veterans (February 2011)
3.6.2-28	Service Contract Act of 1965, as Amended (October 2010)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-2	Buy American Act--Supplies (July 2010)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.8.2-9	Site Visit (April 1996)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-12	Changes - Fixed-Price Alternate III (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (February 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant

manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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PART III - SECTION J
LIST OF ATTACHMENTS

1. Specialized Experience Form..... 1 page

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PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation

with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

BUSINESS DECLARATION

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
b. Telephone Number of Person Making Declaration _____
c. Position Held in the Company _____
5. Controlling Interest in Company (*"X" all appropriate boxes*)
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
☐ e. Other _____ ☐ f. Other (*Specify*) _____
Minority
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*)

7. Nature of Business (*Specify all services/products (NAIC)*) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
a.1. Year _____ b.1. Gross _____
a.2. Year Ending: _____ b.2. Gross _____ a.3. Year _____ b.3. Gross _____
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____
c. Typed Name _____ d. Title: _____

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PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-6 Submittals in the English Language (July 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a **firm fixed price contract** resulting from this Screening Information Request.

(End of provision)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: email or fax. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to email dale.brown@faa.gov or fax (425)227-1055.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably

calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L-0001 SUBMISSION OF OFFER

An Offeror shall submit an offer which shall include the following:

A. Business Proposal including:

1. Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
2. SF33 Solicitation, Offer, and Award
3. Part I, Section B, PRICE SCHEDULE
4. Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
Including (a) Business Declaration Form, and (b) SBD 8(a) Certification letter

B. Technical Proposal including:

1. Evidence of Experience and Past Performance on Specialized Experience Form (use as many as necessary)
2. Qualifications of Key Personnel in Resume form

NOTE: The Business and Technical Proposals shall be physically separate documents and not combined with each other.

L-0002 SUBMISSION DATE AND PLACE

The due date for receipt of offers is **June 2, 2011 at 12:00 PM, local time**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to :

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT GROUP, ANM-52
1601 LIND AVENUE S.W.
RENTON, WA 98057-3356
ATTN: DALE BROWN

(End of Provision)

L-0003 HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:

HAND-CARRIED offers, modifications or withdrawals of a offers, and modifications or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be **HAND DELIVERED** to:

DOT, FEDERAL AVIATION ADMINISTRATION

CUSTOMER SERVICE CENTER
FIRST FLOOR
1601 LIND AVE. S.W.
RENTON, WA 98057-3356
ATTN: DALE BROWN

L-0004 SUBMITTAL PACKAGE REQUIREMENTS:

Offers submitted in response to this RFO should be in accordance with the stipulations stated in this request and should include three (3) copies: One (1) Hard (paper) copy consisting of a Technical Proposal and a Business Proposal; One (1) Hard (paper) copy of a Technical Proposal Only; and One (1) Electronic (CD) copy of a Technical Proposal Only.

NOTE: THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M-0001 EVALUATION CRITERIA:

A prospective offeror must submit a complete technical and business proposal, which will encompass, but is not limited to, the content set forth herein. **All technical and business proposal areas must be fully addressed.** A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror.

Criterion #1. Experience & Past Performance

- Successful preparation of at least three (3) Environmental Assessments in accordance with the National Environmental Policy Act (NEPA) similar in scope and magnitude to that indicated in this solicitation as the prime contractor within the past five (5) years (include number and identification with references of EAs for FAA Air Traffic Control Towers, other FAA projects, and non-FAA projects of similar complexity); **AND**
- The offeror can produce evidence of satisfactory or better past performance.

Standard for Evaluation: The standard is met when:

- ▷ The offeror has successfully performed services similar to the requirements of this solicitation. To be considered similar the contracts must have involved providing services *similar* to all services required in the specifications. A higher rating will be given for more experience;
AND
- ▷ The past performance on similar contracts was satisfactory or better. To be considered satisfactory, the contractor must have satisfactory responses from references. A higher rating will be given for greater than satisfactory performance.

NOTE: The contractor (offeror) is requested to provide at least three (3) reference customers for past performance. Failure to secure at least three (3) reference customers may negatively impact proposal consideration.

Criterion #2. Qualifications of key personnel

- **Principal** – At least **5** years experience oversight and management of complex projects similar in scope and complexity to those indicated in this solicitation; **AND**
- **Project Manager** – At least **5** years of project management experience managing projects similar in scope and complexity to those indicated in this solicitation; **AND**
- **Environmental Specialist** – At least **2** years experience with Environmental Assessment projects similar in scope and complexity to those indicated in this solicitation, including lead positions on at least two (2) NEPA Environmental Assessment projects within the last five (5) years. Training in NEPA and CEQ regulations, 40 CFR 1500-1508.

Standard for Evaluation: This standard is met when:

- ▷ The key personnel's' resumes reflect related experience as it pertains to this contract. A higher rating will be given for more experience in each position.

The evaluation scale will be an adjectival description: “Exceptional, Good, Acceptable, Marginal, and Unacceptable.”

Any proposal determined to be “Unacceptable” in any evaluated area, criteria, or sub-element thereof, shall render the entire proposal to be unacceptable and therefore rejected from further consideration. One-on-one discussions may be held, at the option of the Government, with one or more offers, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc.

M-0002 CONTRACT AWARD

(a) The Government may award a contract based upon this RFO, at the discretion of the source selection official and subject to the availability of funds, to the responsible offeror whose submittal conforms to the requirements and terms and conditions, and is considered to be **the best value to the FAA**. Non-price factors are equally important as price. The trade-off process will be used, therefore award may be made to other than the lowest priced offer based on the criteria provided through the RFO.

(b) The Government may (1) reject any or all submittals if such action is in the public interest, (2) accept other than the lowest cost/price submittal, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or on initial or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communications with any and/or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFO should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (c) above), whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) The Government may determine (if applicable) that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer.

(f) The Government may disclose the following information in post-award debriefings to other offerors: (1) the source selection official's decision; (2) the offeror's evaluated standings relative to the successful offeror(s); and (3) a summary of the evaluation findings relating to the offeror.

(End of Provision)

ATTACHMENT #1

SPECIALIZED EXPERIENCE

Project Title & Location:

Project Type (e.g., design-build (DB), construction (C))

Dollar Value of the Contract:

Start & Completion Dates:

Role of Firm (e.g., Prime, Sub) (Please address the type of work performed and percentage of work, as applicable.)

Brief Description of Project (Please address how this relates to the Solicitation project.)

Please describe any Contractual Issues or Technical Matters disputed, and the resolution thereof.

Please provide a Customer Point of Contact (i.e., name, relationship to the project, agency/firm affiliation, city, state, current phone number)

Awards or Recognition Received (if applicable)